



Electronic Funds Transfer

PART 1

This Disclosure is a Contract

The terms and conditions contained within are binding on you and on Credit Union ONE. Your written pre-authorization or use of our Compu-Phone or CU@Home services for transfers to or from your accounts constitutes your acceptance of these terms and conditions.

Any other agreements relating to your accounts at Credit Union ONE remain in effect except to the extent modified by this disclosure.

PART 2

Electronic/Pre-authorized Transfer Services

You may, either in writing, Compu-Phone, or CU@Home pre-authorize the following types of transfers to or from your accounts:

- Deposits of certain payroll deductions and net paychecks.
- Direct deposit of various governmental benefits such as:
 - Social Security pension, disability and survivorship payments and S.S.I. benefits.
 - Railroad Retirement Board benefits.
 - Army, Navy and Air Force retirement payments.
 - Veterans Administration compensation payments.
- Deposits from third parties through the facilities of the Michigan Automated Clearing House Association.
- Transfers to your accounts from your other accounts.
- Transfers to your accounts from the account of another person.
- Deductions from your accounts of certain premiums for insurance coverage available to Credit Union ONE members.
- Deductions from your account for certain car insurance premiums.
- Payment of your house mortgage payments, insurance premiums and utility bills. Such transfers may be made from your checking account only.
- Withdrawals by check.
- Electronic check conversions.
- Inquiries on the balance in your deposit accounts and share accounts as well as inquiries on your loan balances.
- Payments to third parties through the facilities of the Michigan Automated Clearing House Association.
- Transfers from your accounts to accounts of another person.
- Transfers from your accounts to make payments on another member's loan account.

If you have enrolled in our CU@home service, you may authorize, through the one-time and recurring transactions process, automated clearinghouse (ACH) transactions from your accounts at Credit Union ONE to your accounts at other financial institutions and from your accounts at other financial institutions to your accounts at Credit Union ONE.

PART 3

Limitations on Electronic/Pre-authorized Transfers

There is no limitation on the number of pre-authorized transfers that you make through your checking account. However, you may make only six (6) pre-authorized transfers from any other approved share account in any one-month period.

PART 4

Fees for Electronic/Pre-authorized Transfers

Refer to the Credit Union's fee schedule or contact us at the telephone number or address listed in this disclosure for current fees. The Credit Union reserves the right to change/implement fees as deemed reasonable in the future. You will receive at least twenty-one days prior notice before implementation of any adverse changes.

PART 5

ACH, Wire Transfers and Documentation

ACH and wire transfers are subject to Article 4A of the Uniform Commercial Code as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. Your rights and obligations concerning any transfers shall be governed by and construed in accordance with the laws of the state of Michigan, unless your and Credit Union ONE have agreed that the laws of another jurisdiction shall govern your rights and obligations. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit for an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. You will receive a consolidated statement of all accounts for each month in which an electronic/preauthorized transfer is made. In any case, you will receive a statement at least quarterly.

PART 6

Error Resolution

In case of errors or questions about your pre-authorized transfers, telephone us at 800-451-4292 or write us at 400 E. Nine Mile Rd, Ferndale, MI 48220-7190 as soon as possible. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared. Tell us your account number.

Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within 10* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**If you give notice of an error that occurred within 30 days after you made the first deposit to your account, we will have 20 business days instead of 10 days.*

***If you give notice of an error that occurred within 30 days after you made the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 business days instead of 45 to investigate.*

PART 7

Liability for Unauthorized Transfers

You must report to us AT ONCE if you believe your personal identification number (PIN) has been stolen or used by an unauthorized person. Telephoning is the best way to keep losses to a minimum. If you do not phone us immediately, you could lose substantial sums of money. If you notify us within two (2) business days, you can lose no more than \$50.00 if someone used your PIN without your permission. If you do NOT notify us within two (2) business days after you learn of the theft or unauthorized use of your PIN and we prove we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as \$500.

Inform us immediately if your statement shows

transfers that you did not authorize. If you inform us of any unauthorized transfers within sixty (60) days after your first statement we mailed showing the transfer, you will be liable for a maximum amount of Fifty (\$50.00) Dollars. If you do not inform us within sixty (60) days after the unauthorized transfer appeared on your statement, you may be liable for any amounts transferred after the sixty (60) day period. If an extenuating circumstance prevented you from notifying us of the unauthorized transfer, we may extend the notice period.

If you believe your PIN has been stolen or that someone has transferred or may transfer money from your account without permission, call or write us immediately.

PART 8

Right to Stop Payment on a Pre-authorized Transfer

In order to stop payment on a transfer you have pre-authorized, notify Credit Union ONE at the telephone number or address listed in this disclosure. We must receive your request three (3) business days in advance of the time the transfer is to be made. If you telephone your request, you will be required to submit a confirming written request within fourteen (14) days. Refer to the Credit Union's fee schedule or contact us at the telephone number or address listed in this disclosure for current fees.

If you order us to stop payment three (3) or more business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

PART 9

Right to Receive Notice of Varying Amounts

If regularly scheduled payments are going to vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when your payment or when the amount would fall outside certain limits which you have set.

PART 10

Liability for Failure to make Electronic/Pre-authorized Transfers

If we do not complete an electronic/pre-authorized transfer to or from your account on time, or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are, however, some exceptions. We will not be liable, for instance:

If through no fault of ours, you do not have sufficient available funds in your account to make the transfer. 08/08 Credit Union ONE 400 E. Nine Mile Ferndale, MI 48220 | (800) 451-4292 | www.cuone.org 2 of 2

If the transfer would go over the credit limit on your overdraft line.

If the system was not working properly and you know of the malfunction at the time the pre-authorized transfer was scheduled to be transferred.

If the transfer would go over the credit limit on your



overdraft line.
If the system was not working properly and you know of the malfunction at the time the pre-authorized transfer was scheduled to be transferred.
If circumstances beyond our control (such as flood or fire) prevent the transfer despite reasonable precautions we have taken.

If you fail to observe the terms of this agreement or our account agreements relating to electronic fund transfers.

**PART 11
Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or the transfers you make:
Where it is necessary for completing transfers.
In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
In order to comply with government agency or court orders.
If you give us your written permission.
As explained in the separate privacy statement.

**PART 12
Amendments**

We reserve the right to amend this disclosure in any manner, at any time. If we do so, we will give you advance notice as we deem to be reasonable under the circumstances. In certain specific instances, we will give you at least twenty-one (21) days notice as is required by law.

**PART 13
Termination of Prior Agreements**

Upon your receipt hereof, this disclosure terminates and takes the place of any prior Pre-Authorized Electronic Fund Transfer Agreements we have previously furnished to you.

PART 14

The effective date of this disclosure is September 1, 1999.

**PART 15
Regulatory Agency**

If you believe we may have violated the Michigan Law regulating electronic fund transfers, you may contact:

Office of Financial and Insurance Regulation
Michigan Department of Commerce
P.O. Box 30224
Lansing, Michigan 48909

PART 16

Business Days

Our business days are Monday thru Friday. We will be closed on certain holidays. Contact our branch offices for details.

PART 17

The following telephone number and address should be used to contact Credit Union ONE regarding errors on your statement, unauthorized transfers, stop payments, or questions pertaining to your pre-authorized transfers:
(800) 451-4292
Credit Union ONE
00 E. Nine Mile Road
Ferndale, Michigan 48220-7190

